

Exhibit 13

NOTICE OF SECURITY ASSIGNMENT

From: UMB BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as owner trustee (the “**Lessor**”) and

UMB BANK, NATIONAL ASSOCIATION, not in its individual capacity, but solely as security trustee (the “**Security Trustee**”)

To: FRONTIER AIRLINES, INC. (the “**Lessee**”)

[_____], 2023

Dear Sirs

We refer to the Aircraft Lease Agreement, dated as of September 30, 2019, between the Lessor and the Lessee (as assigned, supplemented and amended from time to time, the “**Lease**”) relating to one Airbus A320-251N aircraft with manufacturer’s serial number 9177 and United States registration mark N359FR together with the engines described therein (the “**Aircraft**”). All terms defined in the Lease shall, unless the context otherwise requires, have the same meaning herein.

Reference is also made to a Facility Agreement, dated as of April 11, 2022 (the “**Facility Agreement**”), between Maverick Aviation Holdings Ltd., as borrower (the “**Borrower**”), Carlyle Aviation Management Limited, as the servicer (the “**Servicer**”), UMB Bank, National Association, as the Security Trustee and the administrative agent (the “**Administrative Agent**”), and the lenders party thereto from time to time.

We hereby notify you that:

- (1) By a Security Agreement, dated as of April 11, 2022 (the “**Security Agreement**”), among, the Lessor, the Borrower, the Security Trustee, the Servicer and the other parties named therein as grantors, the Lessor shall assign to the Security Trustee, as security, all of its rights, title and interest in, to and under the Lease and each of the other Operative Documents as defined in the Lease (the “**Lease Documents**”), effective as of the Effective Date, including certain insurance proceeds.

The Lessor hereby notifies you in writing that the security assignment described in the foregoing sentence is effective as of the date hereof (the “**Effective Date**”).

We attach a form of letter of quiet enjoyment from the Security Trustee as Appendix A and agree that we shall cause the Security Trustee to execute and deliver to you a letter of quiet enjoyment substantially in the form of Appendix A concurrently with delivery to you of this Notice.

- (2) From and after the Effective Date, all monies that may be payable by you or on your behalf under the Lease Documents shall continue to be paid to the same account to which the Lessee currently pays amounts due under the Lease Documents unless and until the Security Trustee otherwise directs in writing.

If the Security Trustee delivers a notice (a “**Relevant Notice**”) to you that it has exercised its rights under the Security Agreement, then you shall thereafter perform, observe and comply with all other terms of the Lease Documents for the benefit of the Security Trustee as if the Security Trustee were named as lessor therein provided that any monies paid by the Lessee or any amounts (including but not limited to insurance proceeds) received by the Lessor (or Owner Participant, as applicable) or the Security Trustee pursuant to the terms of the Lease shall be applied to or otherwise disposed of subject to the terms and conditions of the Lease. You are entitled to rely conclusively on the Relevant Notice issued by the Security Trustee and shall not be responsible and will be held harmless for any liabilities, claims, or losses as a result of any disputes or claims relating to the wrongful or otherwise improper issuance of the Relevant Notice.

- (3) After execution by the Security Trustee of any Relevant Notice and its receipt by Lessee, subject to paragraph (2) above, you shall not recognize the exercise by the Lessor (or the Servicer) of any of its rights and powers under the Lease Documents unless and until requested to do so in writing by the Security Trustee.
- (4) From and after the Effective Date, (a) the Security Trustee shall be named as sole loss payee and as contract party for the Agreed Value under the hull, spares and war risk insurances required to be maintained by Lessee under the Lease Documents, and the Security Agreement shall be identified as a “Contract” with respect to such policies and (b) that Lessor, UMB Bank, National Association (not in its individual capacity, but solely as security trustee), Carlyle Aviation Management Limited (as Servicer), Goldman Sachs Bank USA (as lender), Royal Bank Of Canada (as lender), Natixis, New York Branch (as lender), Société Générale (as lender), BNP Paribas (as lender), Sumitomo Mitsui Banking Corporation (as lender) and each of the respective successors, permitted assigns and their respective officers, directors, agents, shareholders, partners, members, managers, contractors, Affiliates and employees shall be an “Indemnitee” for all purposes of the Lease Documents and shall be named as additional insureds in accordance with the requirements of the Lease Documents under the aviation and general third party liability insurance required to be maintained by Lessee under the Lease Documents, and each of the Security Agreement, the Facility Agreement, this Notice, the Lessee Acknowledgment and the Management Agreement, dated as of April 12, 2022, among, *inter alios*, the Lessor and the Servicer shall be identified as a “Contract” with respect to such policies.
- (5) The Lessor confirms that without limiting the obligations expressly set forth in this Notice, (i) you shall not have any increased financial obligation or liability under the Lease and the other Lessee Documents as a result of the security assignment of the Lease Documents under the Security Agreement based on the facts and circumstances existing and applicable laws in effect at the time of such security assignment than you would have had if such security assignment had not taken place and you acknowledge that an increase in the number of or replacement of beneficiaries (including the number of beneficiaries under any applicable insurance or reinsurance), Indemnitees or Tax Indemnitees shall not, of itself, constitute an increase in Lessee’s financial obligations and (ii) such security assignment will not result in any restriction, based on applicable laws in effect at the time of the security assignment on your rights under the Lease or the other Lessee’s Documents or on your use or operation of the Aircraft.

- (6) Lessor shall promptly pay or cause the Owner Participant to pay Lessee's reasonable and invoiced out-of-pocket costs and expenses incurred in connection with Lessee's cooperation with Lessor in execution and delivery of this Notice and the related documentation, including reasonable legal fees. Lessee's non-FAA counsel legal fees shall be paid directly by Lessor (or Owner Participant) to Lessee's designated legal counsel.
- (7) Each of the Lessor and the Security Trustee agrees, covenants, represents and warrants for the benefit of the Lessee that the security assignment transaction described hereunder (including any associated liens and encumbrances) complies with the applicable terms and conditions of Clause 20.2(a) of the Lease and that such security assignment transaction shall not result in any restriction, based on the facts and circumstances existing and applicable laws in effect at the date hereof, on Lessee's rights under the Lease or the other Lessee's Documents or on Lessee's use or operation of the Aircraft including (to the extent, if any, constituting Lessee's rights under the Lease or the other Lessee's Documents or Lessee's use or operation of the Aircraft) Lessee's rights as plaintiff and a judgment creditor (as applicable) arising from or in connection with the pending lawsuits filed in U.S District Court for the Southern District of New York as case numbers 1:22-cv-02943 and 1:20-cv-09713 (the "**Actions**"), including, without limitation, Lessee's right to collect and recover damages; provided that nothing herein shall constitute or be treated as a waiver of any contractual or extra contractual right or as a waiver of any right or defense by any person, trust or other entity in connection with either Action.
- (8) Each of the Lessor and the Security Trustee acknowledge and confirm that the Notice of Security Assignment dated June 1, 2022 is hereby expressly revoked and shall have no further effect.

Upon issuance, this Notice and the instructions herein contained shall become irrevocable until you receive notice in writing to the contrary from the Security Trustee. Please acknowledge receipt of this Notice on the Lessee Acknowledgment provide to you by us, it being provided hereby that your signature on the Lessee Acknowledgment shall confirm your acknowledgment of, and agreement for the benefit of the Security Trustee that the Security Trustee shall not be bound by, nor have any liability for the performance of, any of our obligations under the Lease Documents unless expressly provided herein or expressly agreed to in writing by the Security Trustee. This Notice shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

Yours faithfully,

For and on behalf of:

UMB BANK, NATIONAL ASSOCIATION, not in
its individual capacity but solely as Owner Trustee

By: _____

Name:

Title:

UMB BANK, NATIONAL ASSOCIATION, not in
its individual capacity but solely as Security Trustee

By: _____

Name:

Title:

Appendix A – Form of Quiet Enjoyment Letter
FORM OF LETTER OF QUIET ENJOYMENT

_____, 2022

Frontier Airlines, Inc.
4545 Airport Way
Denver, CO 80239-7312
Attention: General Counsel

Covenant of Quiet Enjoyment Letter

Gentlemen:

Reference is hereby made to that certain Aircraft Lease Agreement, dated September 30, 2019 (as amended, restated, novated, supplemented and otherwise modified from time to time, "Lease"), between Frontier Airlines, Inc. ("Lessee") and UMB Bank, National Association, acting not in its individual capacity, but solely as owner trustee, as lessor ("Lessor"), pursuant to which Lessor is leasing to Lessee one (1) Airbus A320-251N aircraft bearing manufacturer's serial number 9177 and United States registration mark N359FR together with two (2) CFM International, Inc. LEAP- 1A26 engines (collectively, the "Aircraft"). This letter is being provided to Lessee by UMB Bank, National Association, as Security Trustee ("Security Trustee"), pursuant to Clause 20.2(a) of the Lease. All initially capitalized terms used herein shall have the meanings ascribed thereto in the Lease, unless specifically defined herein.

So long as no Event of Default has occurred and is continuing under the Lease, the Security Trustee covenants that neither the Security Trustee nor any person lawfully claiming by, through or under the Security Trustee will disturb the peaceful and quiet use and enjoyment of the Aircraft by Lessee during the Term.

Very truly yours,

UMB BANK, NATIONAL ASSOCIATION, not in its individual capacity but solely as Security Trustee

By: _____

Name:

Title: